

CALIFORNIA COURT OF APPEAL

FIRST APPELLATE DISTRICT

DIVISION FOUR

CHURCH OF SCIENTOLOGY)
INTERNATIONAL,)

Plaintiff - Respondent)

v.)

GERALD ARMSTRONG,)

Defendant - Appellant.)

Court of Appeal No. A 075027

Marin County Superior Court
No. 157680

Hon. Gary W. Thomas
Superior Court Judge

**MOTION TO DISMISS APPEAL, MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT THEREOF, AND
DECLARATION OF ANDREW H. WILSON IN SUPPORT THEREOF**

ANDREW H. WILSON, SBN 063209
WILSON CAMPILONGO LLP
115 Sansome Street, Suite 400
San Francisco, CA 94104
(415) 391-3900

ERIC M. LIEBERMAN
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway, 5th Floor
New York, NY 10003
(212) 254-1111

Attorneys for Plaintiff and Respondent

TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	ii
MOTION TO DISMISS	1, 2
MEMORANDUM OF POINTS AND AUTHORITIES	1-10
INTRODUCTION	1
THE PROCEEDINGS BELOW	1
ARGUMENT	6
CONCLUSION	9
DECLARATION OF ANDREW H. WILSON IN SUPPORT OF MOTION TO DISMISS APPEAL	1-8
EXHIBITS A - G	

CALIFORNIA COURT OF APPEAL

FIRST APPELLATE DISTRICT

DIVISION FOUR

CHURCH OF SCIENTOLOGY)	
INTERNATIONAL,	)	Court of Appeal No. A 075027
)	
Plaintiff - Respondent)	
)	
v.)	
)	
GERALD ARMSTRONG,	)	Marin County Superior Court
	)	No. 157680
Defendant - Appellant.	)	Hon. Gary W. Thomas
	)	Superior Court Judge
)	

**MOTION TO DISMISS APPEAL, MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT THEREOF, AND
DECLARATION OF ANDREW H. WILSON IN SUPPORT THEREOF**

INTRODUCTION

Plaintiff and Respondent Church of Scientology International moves this Court to dismiss the appeal of Defendant and Appellant Gerald Armstrong on the ground that he has been held to be in ongoing contempt of the very court order from which he seeks to appeal, that he is a fugitive from that court order, and that a bench warrant has been issued by the Superior Court for his arrest pursuant to the order of contempt. Pending determination of this motion, respondent seeks a temporary stay of respondent's

obligation to file Respondent's Brief, until, if necessary, thirty days after the determination of this motion by this Court.

This motion is based upon the attached memorandum of points and authorities, the declaration of Andrew H. Wilson and the accompanying exhibits, and the files of record of this case, and such other and further evidence as may properly come before this Court at the hearing of this matter.

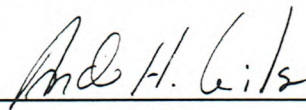
Pursuant to California Rules of Court, Appellate Rule 41, any showing in opposition to this motion shall be served and filed within 10 days after the service of the motion.

Dated: November 18, 1997

Respectfully submitted,

WILSON CAMPILONGO LLP

RABINOWITZ, BOUDIN,
STANDARD, KRINSKY &
LIEBERMAN, P.C.

By: 

Andrew H. Wilson

Attorneys for Plaintiff/Respondent
CHURCH OF SCIENTOLOGY
INTERNATIONAL

MEMORANDUM OF POINTS AND AUTHORITIES

INTRODUCTION

Respondent Church of Scientology International ("Church" or "CSI") moves to dismiss this appeal because Appellant Gerald Armstrong ("Armstrong") has willfully disobeyed the injunctive order from which he appeals and has been held in contempt for that disobedience. "A party to an action cannot, with right or reason, ask the aid and assistance of a court in hearing his demands while he stands in an attitude of contempt to legal orders and processes of the courts of this state." *MacPherson v. MacPherson* (1939) 13 Cal. 2d 271, 277, 89 P.2d 382. The court below held appellant Gerald Armstrong in contempt of court for willful violation of the permanent injunction which is the subject of this appeal and punished Armstrong by imposing a fine of \$1,000.00 and a term of confinement in the County Jail for a period not to exceed 48 hours. Rather than discharging the contempt order of the Superior Court, or properly noticing a timely appeal from it, Armstrong fled the United States and is prosecuting this appeal from Canada. The appeal should therefore be dismissed.

THE PROCEEDINGS BELOW

This action arose out of numerous clear and egregious breaches by Armstrong of a settlement agreement (the "Settlement Agreement") he entered into with the Church. In December 1986 the Church sought to end a period of long and bitter litigation with Armstrong, a former member turned professional anti-Scientologist. It paid Armstrong

\$800,000 and entered into the Settlement Agreement which required Armstrong to end his litigation against the Church, and to refrain from aiding others in litigation, to return to the Church the documents which he had stolen and all copies of them, to refrain from aiding others in litigation, to refrain from discussing with third parties his experiences with the Scientology faith, and to keep confidential all terms of the Settlement Agreement itself. Declaration of Andrew H. Wilson, ¶ 2 (hereinafter "Wilson Dec., ¶ ____") These provisions were necessary because, in addition to being a litigant, Armstrong had become a professional expert witness in litigation against the Church, devoting virtually all his time and energy to fomenting litigation against the Church and providing assistance to other persons litigating claims against the Church. *Id.*

Unfortunately, the peace which the Church bargained for was short-lived. In 1990, Armstrong conveyed virtually all of his assets to his lawyer and close friends and then began repeatedly breaching the Settlement Agreement. Wilson Dec., ¶ 3. This action was filed in February 1992 in the Superior Court of Marin County (where Armstrong resided) seeking injunctive relief to prohibit further violations and damages for the violations which had occurred. Armstrong was able to delay a motion for preliminary injunction through various procedural maneuvers, including a successful motion to change venue to Los Angeles County.¹ Wilson Dec., ¶ 4. In May, 1992, after an extensive evidentiary hearing, the Hon. Ronald Sohigian entered a preliminary injunction which prohibited further violations of these key provisions of the Settlement

^{1/} In a later about-face, Armstrong stipulated to transfer of the action back to the Marin County Superior Court where it was assigned to the Hon. Gary Thomas.

Agreement. *Id.* The ink was scarcely dry on Judge Sohigian's order when Armstrong declared his defiance:

A. When I mean, I have, I have absolutely no intention of honoring that settlement agreement. I cannot. I cannot logically. I cannot ethically. I cannot morally. I cannot psychically. I cannot philosophically. I cannot spiritually. I cannot in any way. And it is firmly my intention not to honor it.

Q. No matter what a court says?

A. No court could order it. They're going to have to kill me.

Wilson Dec., ¶ 5 and Exh. A thereto.

Armstrong petitioned for a writ of mandate, which was denied and then filed an interlocutory appeal. The Court of Appeal, Second Appellate District, affirmed Judge Sohigian, recognizing that it was quite proper to restrain "... Armstrong's voluntary intermeddling in other litigation against the Church, in violation of his own agreement."

Wilson Dec. ¶ 6 and Exh. B thereto, p. 10.

The Church successfully moved for summary adjudication of certain causes of action and was awarded \$300,000. The Church then moved for summary adjudication of its injunctive relief claim, which was granted in October 1995. By his Order of Permanent Injunction dated October 17, 1995, the Hon. Gary Thomas found that Armstrong violated the Settlement Agreement repeatedly. Order of Permanent Injunction (Wilson Decl., Exh. C), at 2-6. Finding that "Defendant Armstrong has reiterated numerous times that he intends to contin[ue] breaching the [Settlement] Agreement unless he is ordered by the Court to cease and desist" and that "entry of a permanent injunction in this action is necessary . . . because pecuniary compensation could not afford the Church adequate relief" (*Id.* at 6), Judge Thomas issued an Order

of Permanent Injunction enjoining further violations. *Id.* at 7-8. Armstrong then declared bankruptcy and contended that not only was the damage award discharged, but also that he was discharged from all obligations under the Settlement Agreement, including those which prohibited his voluntary intermeddling in litigation against the Church. The Church was required to bring an adversary proceeding in which it established that these obligations were not discharged. Wilson Dec., ¶ 9.

Armstrong's violations of the Settlement Agreement and the Permanent Injunction persisted. On January 26, 1992, Armstrong submitted a 45-page declaration against the Religious Technology Center ("RTC") one of the named Beneficiaries of the Settlement Agreement directly to the Hon. Ronald M. Whyte of the United States District Court for the Northern District of California, who was presiding over a copyright infringement case brought by RTC. The declaration was not properly filed with the Court, although Armstrong gratuitously "served" it on all parties. The goal of this transparent subterfuge was to make the declaration widely available. Wilson Dec., ¶ 11.² On July 5, 1997, Judge Thomas held Armstrong in contempt of court for this egregious conduct, stating:

ARMSTRONG willfully disobeyed the Order [of Permanent Injunction]. On or about January 26, 1997,

^{2/} Armstrong had been only recently warned. Armstrong previously violated the Permanent Injunction when on October 7, 1996, he wrote a long letter to the Los Angeles City Council opposing the naming of a city street after L. Ron Hubbard, the founder of Scientology. He then made the letter available for posting on the Internet. The Church did not seek an order of contempt for this violation, but instead turned the other cheek and simply warned Armstrong by letter not to commit further violations. The Church's restraint was rewarded by Armstrong's direct submission of the declaration to Judge Whyte. Wilson Dec., ¶¶ 10-11.

ARMSTRONG sent a document entitled DECLARATION OF GERALD ARMSTRONG to United States District Judge Ronald M. Whyte. Judge Whyte was at the time presiding over three cases in which the plaintiff is RTC [one of the Scientology related entities against which Armstrong had agreed not to assist litigants and which was covered by the Permanent Injunction]. In the Declaration, ARMSTRONG recites his understanding that he was prohibited from sending such a Declaration directly to litigants and states that he is instead sending it directly to Judge Whyte in the hopes of influencing his decision on a pending matter. This evidences ARMSTRONG's willful disobedience of the Order and Judgment.

Order of Contempt (Wilson Dec., ¶ 12, Exh. F).

Judge Thomas then found that "GERALD ARMSTRONG is guilty of Contempt of Court for failure to obey the Order and Judgment." *Id.* and noted, "the Order was valid and enforceable; ARMSTRONG had knowledge of the Order, and had the ability to comply with the Order and willfully disobeyed the Order." *Id.* Armstrong was ordered punished for contempt by a fine of \$1,000 and forty-eight hours confinement in the county jail. *Id.* at 3. Armstrong did not appeal the Order of Contempt and the time for filing a notice of appeal of that Order has passed.

Rather, in the face of the Order of Contempt, Armstrong fled the United States. He has not paid the \$1,000 fine and he has not submitted to confinement in the county jail. Wilson Dec., ¶ 13. A Bench Warrant issued by Judge Thomas on August 6, 1997 is still outstanding. Bench Warrant, Wilson Dec., *Id.* Indeed, Armstrong continued to defy the Order of Permanent Injunction even after he was found in contempt by the Superior Court. On October 28, 1997, the German television service broadcast an

interview with Armstrong in which he repeatedly violated the Order of Permanent Injunction. Wilson Decl. I, ¶ 4.

Armstrong's defiance continues before this Court. In his Opening Brief, he boldly reaffirms his refusal to abide by the court's lawful orders and declares (speaking of himself in the third person), "he cannot be silenced by the obstructive [Settlement Agreement], nor by the Marin Court's enforcement." Appellant's Opening Brief at 41.³

ARGUMENT

Armstrong's appeal should be dismissed because he has refused to comply with the order of the Superior Court in this action. As a contemnor, and now a fugitive, he may not proceed with his appeal. Moreover, while Armstrong cannot be bothered by compliance with the orders of the Superior Court, he is nonetheless willing to place the massive imposition of this appeal on respondent and this Court. The record on this appeal is extensive as evidenced by Armstrong's designation of 224 exhibits, amounting to many thousands of pages, for inclusion in the Clerk's Transcript.⁴ Rather than engage in an unnecessary and unwarranted review of the Superior Court's order (which review would only demonstrate Armstrong's refusal to comply with his own agreement and the Court's orders), this Court should follow established precedent and dismiss Armstrong's

^{3/} Armstrong's Opening Brief is dated August 25, 1997, less than three weeks after the issuance of the Bench Warrant. The brief was mailed from "Chilliwack, B.C., Canada" and Armstrong does not provide his address, but rather it is "care of" someone else. Appellant's Opening Brief, cover and Proof of Service.

^{4/} In his Opening Brief, Armstrong states that he "has no present access to published California and U.S. law and appellate opinions." Appellant's Opening Brief at 3. Presumably, this is due to his own decision to flee the country.

appeal because he is in open and continuing contempt of the Superior Court order he seeks to challenge.

The Supreme Court of California held in *MacPherson v. MacPherson* (1939) 13 Cal. 2d 271, 89 P.2d 382, that a father who had fled California to Mexico with his children in violation of the custody arrangements made in his divorce agreement and ordered by the court thereby forfeited his right to appeal the court's order of fees against him in the action. The Court stated:

In secluding the children in a foreign country and alienating them, appellant violated not only his agreement with plaintiff and the provisions of the interlocutory and final decrees of divorce, but he has also wilfully and purposely evaded legal processes and contumaciously defied and nullified every attempt to enforce the judgments and orders of the California courts, including the very order from which he seeks relief by this appeal. Such flagrant disobedience and contempt effectually bar him from receiving the assistance of an appellate tribunal. A party to an action cannot, with right or reason, ask the aid and assistance of a court in hearing his demands while he stands in an attitude of contempt to legal orders and processes of the courts of this state.

Id. at 277.

Armstrong cannot proceed with his appeal to test the validity of the Permanent Injunction. The law does not give him the right to decide for himself whether or not he will abide by the orders of the courts. As the United States Supreme Court held in an appeal brought by an escaped convict, "If we affirm the judgment, he is not likely to appear to submit to his sentence. If we reverse it and order a new trial, he will appear or not, as he may consider most for his interest. Under such circumstances, we are not inclined to hear and decide what may prove to be only a moot case." *Smith v. United States*, 94 U.S. 97 (1876). As stated by the California Supreme Court in *MacPherson*,

“until that contempt is purged appellant is not entitled to a hearing before an appellate tribunal.” 13 Cal. 2d at 279.

The “disentitlement doctrine” established by *MacPherson* has been routinely applied to bar litigants such as Armstrong who are in contempt of court from prosecuting their appeal. See *Alioto Fish Co. Ltd. v. Alioto* (1994) 27 Cal. App.4th 1669, 34 Cal. Rptr.2d 244, 250-51 (“Although the power to stay or dismiss an appeal is typically exercised when the litigant is formally adjudicated in contempt of court, ‘the same principle applies to wilful disobedience or obstructive tactics without such an adjudication’”) (quoting 9 *Witkin Cal. Procedure* (3d ed. 1985) Appeal, § 172, p. 184); *Say & Say v. Castellano* (1994) 22 Cal. App.4th 95, 27 Cal. Rptr.2d 270, 273 (“It is well established that an appellate court may stay or dismiss an appeal by a party who has refused to obey the superior court’s legal orders”); *Stone v. Bach* (1978) 80 Cal. App.3d 442, 145 Cal. Rptr. 599 (appeal of accounting proceeding dismissed where appellant was found in contempt for failing to deposit monies ordered paid into court). The language and reasoning of *Rude v. Rude* (1957) 153 Cal. App.2d 243, 314 P.2d 226 when it dismissed the appeal of a contumacious husband, is remarkably similar to that of the Supreme Court in *Smith*: “The husband’s attitude seems to be that if this case is decided in his favor it will be quite all right, but if it is not so decided he will be out of reach of the court, so that no matter what is done or what decision is made, he will continue to do just as he has done in the past, namely pay no attention whatsoever to any order of any court in California insofar as complying with any such order is concerned.” This case is virtually on all fours with *Smith* and *Rude*. Armstrong urges the Court to

reverse the decision below, but if it does not, he will be out of reach of the court and will continue, as he has in the past, to willfully defy valid court orders.

CONCLUSION

Armstrong's voluntary intermeddling in other litigation against the Church and numerous other clear violations of the Settlement Agreement led to the preliminary injunction issued by Judge Sohigian. Armstrong defied the preliminary injunction though it was upheld on appeal. Judge Thomas issued a permanent injunction which Armstrong unsuccessfully tried to avoid through filing bankruptcy. He then repeatedly violated the permanent injunction and was held in contempt for doing so. Rather than discharge the contempt, he fled the jurisdiction. He now prosecutes this appeal apparently from Canada and, while still in contempt, travels to Germany to commit further violations of the permanent injunction from which he appeals.

Armstrong's appeal should be dismissed now because he has been held in contempt for his willful defiance of the order and judgment from which he appeals. Determination of this motion to dismiss requires only reference to the Declaration of Andrew H. Wilson, and the accompanying exhibits including the Order of Permanent Injunction, the Order of Contempt, and the Bench Warrant. As the appeal is readily resolved without reference to the merits of the action and simply by review of these few enumerated documents, thereby obviating the need of the Respondent and this Court to

review and digest the extensive record, it should be granted in the interests of judicial economy.⁵

Dated: November 18, 1997

WILSON CAMPILONGO LLP

RABINOWITZ, BOUDIN,
STANDARD, KRINSKY &
LIEBERMAN, P.C.

By: 

Andrew H. Wilson

Attorneys for Plaintiff/Respondent
CHURCH OF SCIENTOLOGY
INTERNATIONAL

^{5/} Respondent further requests that its time to respond to Appellant's Opening Brief be stayed pending determination of this Motion to Dismiss Appellant's Appeal. If necessary upon determination of the motion, Respondent further requests an additional stay of thirty days from the date of determination of the motion to file its answering brief.

**DECLARATION OF ANDREW H. WILSON IN SUPPORT
OF MOTION TO DISMISS APPEAL**

ANDREW H. WILSON deposes and says:

1. I am a partner in the law firm of Wilson Campilongo LLP and am an attorney admitted to practice law in the State of California. I was the attorney principally responsible for the representation of the Plaintiff and Appellant, Church of Scientology International (the "Church or CSI") and was lead counsel for CSI in the litigation of this matter at the superior court level. As such I have personal knowledge of the facts set forth below and, if called upon to testify on such matters, would and could do so competently.

2. In December 1986 the Church entered a settlement (the Settlement Agreement") with Gerald Armstrong. This settlement was part of a settlement of a number of lawsuits, which included litigation between the Church and Armstrong. Armstrong was the "lead" plaintiff, and all plaintiffs were represented by the same attorney. Armstrong was also the principal witness for the other plaintiffs, as a self-proclaimed expert on the workings and management of the Church. In settling this litigation, it was the Church's desire to end its relationship with Armstrong once and for all. In order to accomplish this, the Church insisted on the following covenants by Armstrong: (i) Armstrong's agreement to end his active and voluntary support to anti-Scientology litigants which he had been voluntarily providing in the form of purported expert declarations and testimony for the preceding several years, (ii)

Armstrong's agreement to return to the Church documents which he had stolen and all copies of them and (iii) Armstrong's agreement to refrain from discussing with third parties his experiences with the Scientology religion and to keep confidential all terms of the settlement itself. In exchange, and as his part of the overall settlement, Armstrong received \$800,000.

3. Armstrong, however, quickly betrayed his agreement. In 1990 he conveyed to his friends and attorney virtually all of his assets, including an expensive house which he had built in Marin County with proceeds from his settlement with the Church. Then he resumed voluntary and active litigation support in direct violation of the terms of the Settlement Agreement and began making and publicizing statements of his purported experiences in and knowledge of the Church.

4. CSI filed the action underlying this appeal in Marin County Superior court in February 1992 (where Armstrong resided). The complaint sought injunctive relief to prohibit Armstrong from committing further violations of the Settlement Agreement and also liquidated damages for the violations which Armstrong had already committed. The Church rapidly obtained a Temporary Restraining Order, compelling Armstrong to adhere to the Settlement Agreement but Armstrong was able to delay the motion for preliminary injunction through various procedural maneuvers, including a motion to change venue to Los Angeles County. In May, 1992, after an extensive evidentiary hearing, the Hon. Ronald Sohigian entered a preliminary injunction which prohibited Armstrong from further violations of the key provisions of the settlement agreement.

5. In June, 1992 I took Armstrong's deposition in this case. During the deposition, in the face of Armstrong's assertions that he did not consider himself restrained in any way by the contract which he had entered with CSI in 1986, I questioned him as to whether he intended to obey the order of Judge Sohigian. Armstrong responded:

A. When I mean, I have, I have absolutely no intention of honoring that settlement agreement. I cannot. I cannot logically, I cannot ethically. I cannot morally. I cannot psychically. I cannot philosophically. I cannot spiritually. I cannot in any way. And it is firmly my intention not to honor it.

Q. No matter what a court says?

A. No court could order it. They're going to have to kill me.

A true and correct copy of the relevant pages of that deposition are attached hereto and incorporated herein as Exhibit A.

6. Armstrong sought review of the preliminary injunction by writ of mandate which was denied on November 20, 1992 and then prosecuted an interlocutory appeal. On May 16, 1994, the Court of Appeal for the Second Appellate District affirmed the issuance of the preliminary injunction by its unpublished opinion of that date, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit B.

7. True to his challenge to the order of the Court and his avowal to disregard his contractual obligations, Armstrong continued to engage in breaches of the terms of settlement and of the preliminary injunction issued by Judge Sohigian. CSI responded by amending its complaint several times in order to incorporate these new breaches. After Armstrong stipulated to a transfer of the action back to Marin

County where it had originally been brought and where Armstrong had resided throughout the case, the Church then brought and won a series of summary adjudication motions on specific breaches, ultimately being awarded a total of \$300,000 in liquidated damages. CSI filed and won a motion for summary adjudication on its claim for a permanent injunction. Further, on summary adjudication the Church obtained the dismissal of Armstrong's cross-complaint attacking the validity and enforceability of the settlement agreement and also obtained the dismissal of Armstrong's affirmative defenses. Judge Gary H. Thomas entered a detailed, carefully crafted Order of Permanent Injunction of October 17, 1995 and entered Judgment in the breach of contract case on May 2, 1996.

8. In his Order of permanent injunction, Judge Thomas enumerated 31 breaches of the settlement agreement by Armstrong in the period from 1991 to 1995. A true and correct copy of the Order of Permanent Injunction and the subsequent Judgment attached hereto and incorporated herein by reference as Exhibit C. After devoting five pages to the itemization of Armstrong's breaches of the agreement -- all of which were carried out in violation of Judge Sohigian's preliminary injunction -- the Court recognized the futility of attempting to bring Armstrong into compliance with his settlement contract through the imposition of a monetary sanction and noted the need for a court order to compel Armstrong's compliance:

Defendant Armstrong has reiterated numerous times that he intends to continue breaching the Agreement unless he is ordered by the Court to cease and desist.

Accordingly, the Court finds that entry of a permanent injunction in this action is necessary in this action

because pecuniary compensation could not afford the Church adequate relief, and the restraint is necessary in order to prevent a multiplicity of actions for breach of contract.

(Exh. C, 6:18-20, 24-27)

9. Armstrong's immediate response to the award of \$300,000 in liquidated damages to CSI and to the issuance of the Order of Permanent Injunction was to file for bankruptcy and request that the bankruptcy court discharge this debt and the injunction. CSI brought an adversary complaint in opposition. After a one-day trial, the Hon. Alan Jaroslovsky, of the U.S. Bankruptcy Court, Santa Rosa Division discharged Armstrong's monetary debt but left whole the Order of Permanent Injunction.

10. Unfortunately Armstrong has chosen to ignore this Order of Permanent Injunction of the Marin County Superior Court, just as he earlier had ignored the Order of Preliminary Injunction of the Los Angeles Superior Court. On October 7, 1996 Armstrong sent a letter to the Los Angeles City Council, which at the time was considering the renaming of a city street in honor of L. Ron Hubbard, the founder of the Scientology religion. Armstrong's letter (which evidently had no impact on the City Council as they ruled virtually unanimously to approve the street name change) was a direct and flagrant breach of both the 1986 settlement agreement and 1995 Order of Permanent Injunction. Armstrong compounded this violation by having his letter posted on the Internet. A true and correct copy of the Internet posting of Armstrong's letter is attached hereto and incorporated herein by reference as Exhibit D. In response to this violation, I sent Armstrong a letter warning him

that such actions constituted a violation of Judge Thomas' order and that "further violations of the Order will only serve to exacerbate and compound the seriousness of this matter." A true and correct copy of my letter of October 23, 1996 to Armstrong is attached hereto and incorporated by reference as Exhibit E.

11. Unrestrained, Armstrong again violated the Marin Court's Order. This time, on January 26, 1994, Armstrong submitted a 45-page declaration against the Religious Technology Center ("RTC"), one of the named beneficiaries of the 1986 Settlement Agreement. He sent this declaration, containing material directly violating the agreement and Order, to the Hon. Ronald M. Whyte, of the United States District Court for the Northern District of California, who was presiding over several copyright infringement cases brought by RTC. Armstrong's declaration was rejected by the court as improperly submitted. Nevertheless, since this was a further and egregious violation of the Order of Permanent Injunction, CSI concluded that Armstrong's actions must be brought to the attention of Judge Thomas. Accordingly, CSI moved for an Order to Show Cause why Armstrong should not be held in contempt of court for his actions. Rather than responding to the OSC Armstrong fled the country, moving to Canada where, to the best of my knowledge, he currently resides. Armstrong's flight required that we serve the Order to Show Cause by publication.

12. Judge Thomas reviewed the evidence and found Armstrong in contempt of court. On July 5, 1997 he issued an Order of Contempt which states, in part:

ARMSTRONG willfully disobeyed the Order [of Permanent Injunction]. On or about January 26, 1997 ARMSTRONG sent a document entitled DECLARATION OF GERALD ARMSTRONG to the United States District Judge Ronald M. Whyte. Judge Whyte was at the time presiding over three cases in which the plaintiff is RTC. In the Declaration, ARMSTRONG recites his understanding that he was prohibited from sending such a Declaration directly to litigants and states that he is instead sending it directly to Judge Whyte in the hopes of influencing his decision on a pending matter. This evidences ARMSTRONG's willful disobedience of the Order and Judgment."

(A true and correct copy of said order is attached hereto and incorporated herein by reference as Exhibit F) In finding Armstrong guilty of Contempt of Court, the Marin Court noted that "the Order was valid and enforceable; ARMSTRONG had knowledge of the Order, and had the ability to comply with the Order and willfully disobeyed the Order." (*Id.*)

13. The Court sentenced Armstrong to a \$1,000 fine and 48 hours confinement in the county jail. (*Id.*) Armstrong did not appeal the Order of Contempt and the time for filing a notice of appeal has passed. On August 6, 1997 Judge Thomas issued a Bench Warrant for Armstrong's arrest, a true and correct copy of which is attached hereto as Exhibit G. The Warrant is still outstanding and Armstrong has not appeared to satisfy the terms of the Order of Contempt.

14. Further, despite the Order of Permanent Injunction, despite the Order of Contempt, and despite the Bench Warrant, from his refuge in Canada, Armstrong has continued to flagrantly violate the order of the Marin Court and ignore his contractual duties to the Church per his 1986 settlement. On October 28, 1997

Armstrong appeared on a German television broadcast for which he had given an extensive interview, discussing matters at length which constituted repeated violations of the Order of Permanent Injunction. I have viewed a videotape of this broadcast and have personally observed Armstrong's numerous statements in violation of that Order. The videotape is not made part of the record at this time in order not to burden the court. The videotape and/or a transcript can be provided promptly if necessary.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct. Executed this 18th day of November, 1997



ANDREW H. WILSON

FROM

(FRI) 1.31'97 14:26/S' 25/NO. 4260229497 P 2

1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN AND FOR THE SUPERIOR COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

--000--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

Case No. BC 052395

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

CERTIFIED
COPY

DEPOSITION OF
GERALD ARMSTRONG

Wednesday, June 24, 1992

REPORTED BY: SUSAN M. SKIGEN, CSR #5829

MARY HILLABRAND INC.

21 FRED WORTHINGTON

520 SUTTER STREET / 6TH UNION SQUARE SAN FRANCISCO, CA 94102

PHONE 415 / 788-5350 FAX 415 / 788-0657

1 since, since '89.

2 Q. Okay.

3 A. When, I mean, I have, I have absolutely no
4 intention of honoring that settlement agreement. I
5 cannot. I cannot logically. I cannot ethically. I
6 cannot morally. I cannot psychically. I cannot
7 philosophically. I cannot spiritually. I cannot in any
8 way. And it is firmly my intention to not honor it.

9 Q. No matter what a court says?

10 A. No court could order it. They're going to
11 have to kill me.

12 Q. Well, let's just hope we don't have to turn
13 this into a death penalty case.

14 A. Into a what?

15 Q. A death penalty case.

16 A. Right, but you guys would.

17 Q. I'm not the one who stands up and pounds
18 the table and screams at people in this deposition, your
19 lawyer is. If I were to stand up at this deposition and
20 scream at you to shut up, would you consider that to be
21 an act of fair game?

22 A. I consider the whole thing --

23 Q. I know, but if I were to stand up and yell
24 at to you shut up, would you consider that to be fair
25 game?

NOT TO BE PUBLISHED

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION FOUR

CHURCH OF SCIENTOLOGY INTERNATIONAL,	)	No. B069450
)	
Plaintiff and Respondent,	)	(Super.Ct.No. BC052395)
)	
v.)	
)	
GERALD ARMSTRONG,	)	COURT OF APPEAL - SECOND DISTRICT
	)	FILED
Defendant and Appellant.	)	NOV 13 1997
)	

APPEAL from an order of the Superior Court of
Los Angeles County, Ronald M. Sohigian, Judge. Affirmed.

Ford Greene and Paul Morantz for Defendant and
Appellant.

Bowles & Moxon, Karen D. Holly, Wilson, Ryan &
Campilongo, Andrew H. Wilson, Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, Eric M. Lieberman, and Michael Lee
Hertzberg for Plaintiff and Respondent.

Defendant and appellant Gerald Armstrong (Armstrong) appeals from an order granting a preliminary injunction restraining Armstrong from voluntarily giving assistance to other persons litigating or intending to litigate claims against plaintiff and respondent Church of Scientology International (Church).

The injunction was granted to enforce a settlement agreement in prior litigation between Armstrong and Church. In the settlement, Armstrong agreed he would not voluntarily assist other persons in proceedings against Church.

Armstrong does not deny violating his agreement but asserts numerous reasons why his agreement should not be enforceable. We conclude that the narrowly-limited preliminary injunction, which did not finally adjudicate the merits of Armstrong's claims, was not an abuse of the trial court's discretion to make orders maintaining the status quo and preventing irreparable harm pending the ultimate resolution of the merits.

FACTUAL AND PROCEDURAL BACKGROUND

Armstrong was a member of Church between 1969 and 1981. He became an insider of high rank, familiar with Church practices and documents. He became disillusioned and left Church in 1981. When he left, he took many Church documents with him.

The Prior Action and Settlement

Church brought the prior action against Armstrong seeking return of the documents, injunctive relief against further dissemination of information contained in them, and imposition of a constructive trust. Mary Sue Hubbard, wife of Church founder L. Ron Hubbard, intervened asserting various torts against Armstrong. Armstrong filed a cross-complaint seeking damages for fraud, intentional infliction of emotional distress, libel, breach of contract, and tortious interference with contract.

Church's complaint and Hubbard's complaint in intervention were tried in 1984 by Judge Breckenridge. That trial led to a judgment, eventually affirmed on appeal, holding Armstrong's conversion of the documents was justified because he believed the conversion necessary to protect himself from Church's claims that he had lied about Church matters and L. Ron Hubbard. (Church of Scientology v. Armstrong (1991) 232 Cal.App.3d 1060, 1063, 1073.)

Armstrong's cross-complaint in that case was settled in December 1986 by the settlement agreement which is the subject of the injunction in the present case.

In the settlement agreement, the parties mutually released each other from all claims, except the then-pending appeal of Judge Breckenridge's decision on Church's complaint, which was expressly excluded. The settlement involved a number

of persons engaged in litigation against Church, all represented by Attorney Michael Flynn. As a result of the settlement, Armstrong was paid \$800,000. Armstrong's cross-complaint was dismissed with prejudice, as agreed, on December 11, 1986.

The portions of the settlement agreement most pertinent to this appeal are paragraphs 7-G, 7-H, and 10, in which Armstrong agreed not to voluntarily assist other persons intending to engage in litigation or other activities adverse to Church.^{1/}

1. "G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organizations aligned against Scientology. [¶] H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed. [¶] . . . 10. Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations, or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement."

Paragraph 20 of the agreement authorizes its enforcement by injunction.

The Present Action

In February 1992, Church filed a complaint in the present action alleging Armstrong's violation of the settlement agreement and seeking damages and injunctive relief.

In support of its motion for a preliminary injunction, Church presented evidence that since June 1991 Armstrong had violated the agreement by working as a paralegal for attorneys representing clients engaged in litigation against Church and by voluntarily and gratuitously providing evidence for such litigation. Armstrong worked as a paralegal for Attorney Joseph Yanny, who represented Richard and Vicki Aznaran in a multimillion dollar suit against Church in federal court. Armstrong also voluntarily provided declarations for use in the Aznarans' case. Armstrong thereafter worked for Attorney Ford Greene on the Aznaran and other Church related matters.

Armstrong did not deny the charged conduct but asserted the settlement agreement was not enforceable for various reasons, primarily that it was against public policy and that he signed it under duress.

The Trial Court's Preliminary Injunction

The trial court granted a limited preliminary injunction, with exceptions which addressed Armstrong's

argument that the settlement agreement violated public policy by requiring suppression of evidence in judicial proceedings.

The court found that Armstrong voluntarily entered the settlement agreement for which he received substantial compensation, and that Armstrong was unlikely to prevail on his duress claim. The court found that Armstrong could contract as part of the settlement to refrain from exercising various rights which he would otherwise have. Balancing the interim harms to the parties, the court found that to the extent of the limited acts covered by the preliminary injunction, Church would suffer irreparable harm which could not be compensated by monetary damages, and harm for which monetary damages would be difficult to calculate. (Code Civ. Proc., § 526, subds. (a)(2), (a)(4), (a)(5).)

The court's order provides, in pertinent part:
"Application for preliminary injunction is granted in part, in the following respects only. [¶] Defendant Gerald Armstrong, his agents, and persons acting in concert or conspiracy with him (excluding attorneys at law who are not said defendant's agents or retained by him) are restrained and enjoined during the pendency of this suit pending further order of court from doing directly or indirectly any of the following: [¶] Voluntarily assisting any person (not a governmental organ or entity) intending to make, intending to press, intending to arbitrate, or intending to litigate a claim against the persons

referred to in sec. 1 of the 'Mutual Release of All Claims and Settlement Agreement' of December, 1986 regarding such claim or regarding pressing, arbitrating, or litigating it. [¶]

Voluntarily assisting any person (not a governmental organ or entity) arbitrating or litigating a claim against the persons referred to in sec. 1 of the 'Mutual Release of All Claims and Settlement Agreement' of December, 1986."

The court provided the following exceptions to address Armstrong's public policy arguments: "The court does not intend by the foregoing to prohibit defendant Armstrong from: (a) being reasonably available for the service of subpoenas on him; (b) accepting service of subpoenas on him without physical resistance, obstructive tactics, or flight; (c) testifying fully and fairly in response to properly put questions either in deposition, at trial, or in other legal or arbitration proceedings; (d) properly reporting or disclosing to authorities criminal conduct of the persons referred to in sec. 1 of the 'Mutual Release of All Claims and Settlement Agreement' of December, 1986; or (e) engaging in gainful employment rendering clerical or paralegal services not contrary to the terms and conditions of this order."

/

/

/

/

DISCUSSION

The grant of a preliminary injunction does not adjudicate the ultimate rights in controversy between the parties. It merely determines that the court, balancing the relative equities of the parties, concludes that, pending a trial on the merits, the defendant should be restrained from exercising the right claimed. The purpose of the injunction is to preserve the status quo until a final determination of the merits of the action. (Continental Baking Co. v. Katz (1968) 68 Cal.2d 512, 528.)

The court considers two interrelated factors. The first is the likelihood the plaintiff will prevail at trial. The second is the interim harm the plaintiff is likely to sustain if the injunction is denied, as compared to the harm the defendant is likely to suffer if the injunction is granted. (Cohen v. Board of Supervisors (1985) 40 Cal.3d 277, 286.)

The decision to grant or deny a preliminary injunction rests in the discretion of the trial court. Accordingly, an appellate court's review on appeal from the granting of a preliminary injunction is very limited. The burden is on the appellant to make a clear showing that the trial court abused its discretion. (IT Corp. v. County of Imperial (1983) 35 Cal.3d 63, 69; Nutro Products, Inc. v. Cole Grain Co. (1992) 3

Cal.App.4th 860, 865.) Abuse of discretion means "the trial court has exceeded the bounds of reason or contravened the uncontradicted evidence. (IT Corp. v. County of Imperial, supra, 35 Cal.3d at p. 69.)

Here, the trial court's memorandum decision reflects very careful consideration of the factors relevant to the granting of a preliminary injunction. The court weighed the relative harms to the parties and balanced the interests asserted by Armstrong. The court granted a limited preliminary injunction with exclusions protecting the countervailing interests asserted by Armstrong. We find no abuse of discretion. We cannot say that the trial court erred as a matter of law in weighing the hardships or in determining there is a reasonable probability Church would ultimately prevail to the limited extent reflected by the terms of the preliminary injunction.

Although Armstrong's "freedom of speech" is affected, it is clear that a party may voluntarily by contract agree to limit his freedom of speech. (See In re Steinberg (1983) 148 Cal.App.3d 14, 18-20 [filmmaker agreed to prior restraint on distribution of film]; ITT Telecom Products Corp. v. Dooley (1989) 214 Cal.App.3d 307, 319 [employee's agreement not to disclose confidential information; "it is possible to waive even First Amendment free speech rights by contract"]; Snepp v. United States (1980) 444 U.S. 507, 509, fn. 3 [book by CIA

employee subject to prepublication clearance by terms of his employment contract].)

The exceptions in the trial court's injunction assured that the injunction would not serve to suppress evidence in legal proceedings. The injunction expressly did not restrain Armstrong from accepting service of subpoenas, testifying fully and fairly in legal proceedings, and reporting criminal conduct to the authorities. (See Philippine Export & Foreign Loan Guarantee Corp. v. Chuidian (1990) 218 Cal.App.3d 1058, 1081-1082.) This contrasts with the stipulation in Mary R. v. B. & R. Corp. (1983) 149 Cal.App.3d 308, 315-316, cited by Armstrong, which prevented a party from disclosing misconduct to regulatory authorities.

This appeal is only from the granting of a preliminary injunction which expressly did not decide the ultimate merits. As limited by the trial court here, the preliminary injunction merely restrains, for the time being, Armstrong's voluntary intermeddling in other litigation against Church, in violation of his own agreement. We decline any extended discussion of Armstrong's shotgun-style brief, which offers more than a dozen separate contentions against enforcement. It suffices to say that Armstrong has not borne his burden on appeal to demonstrate a clear abuse of discretion.

DISPOSITION

The order granting a preliminary injunction is affirmed.

NOT TO BE PUBLISHED

VOGEL (C.S.), Acting P.J.

We concur:

HASTINGS, J.

KLEIN (Brett), J.*

*Assigned by the Chairperson of the Judicial Council.

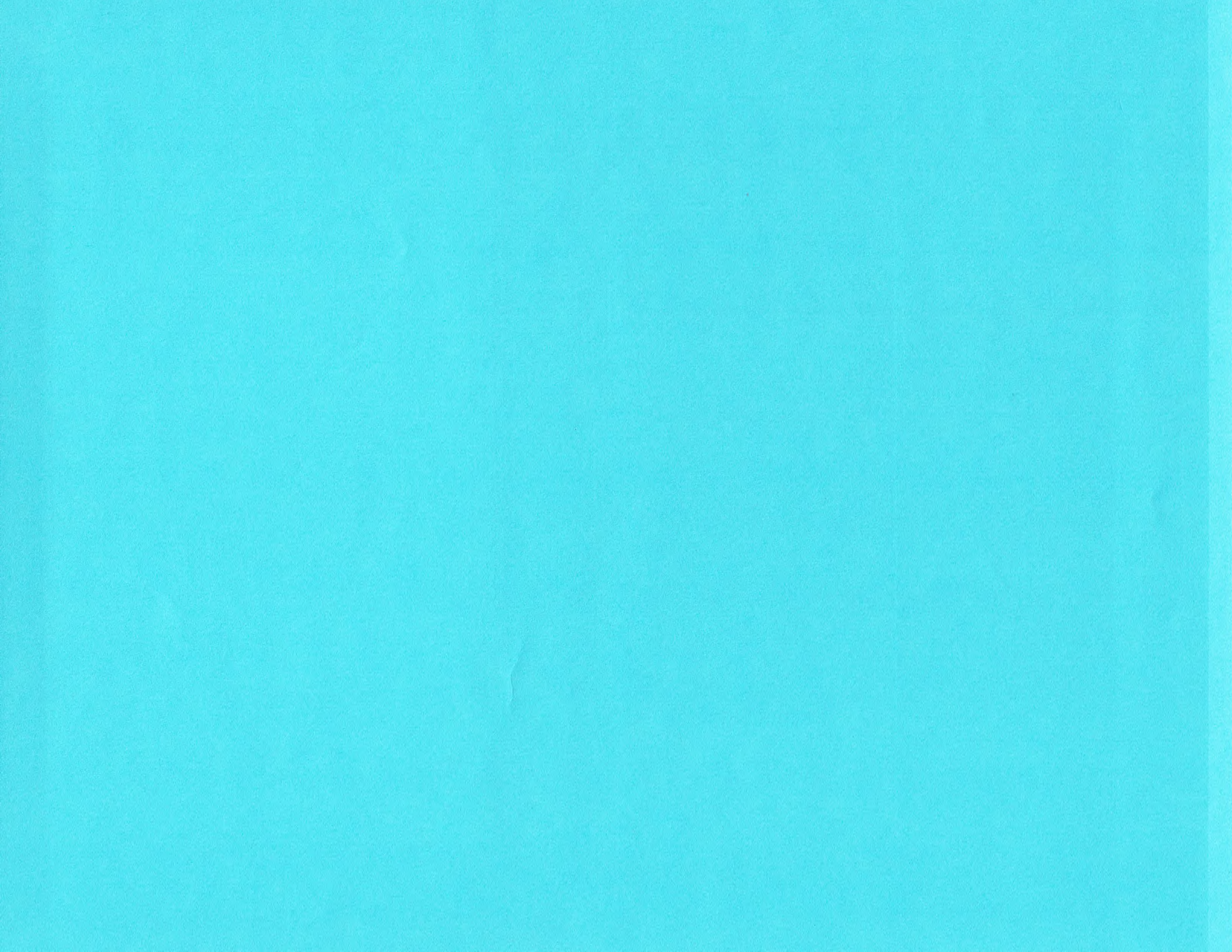
OFFICE OF THE CLERK
COURT OF APPEAL
STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT
JOSEPH A. LANE, CLERK

DIVISION: 4 DATE: 05/16/94

Bowles & Moxon
Laurie J. Bartilson
6255 Sunset Blvd
Suite 2000
Hollywood, CA. 90028

RE: Church of Scientology International
vs.
Armstrong, Gerald
2 Civil B069450
Los Angeles NO. BC052395



FILED

OCT 17 1995

HOWARD HANSON
MARIN COUNTY CLERK
by J. Steele, Deputy

1 Andrew H. Wilson, SBN 063209
2 WILSON, RYAN & CAMPILONGO
3 115 Sansome Street
4 Fourth Floor
5 San Francisco, California 94104
6 (415) 391-3900
7 Telefax: (415) 954-0938

8 Laurie J. Bartilson, SBN 139220
9 MOXON & BARTILSON
10 6255 Sunset Boulevard, Suite 2000
11 Hollywood, CA 90028
12 (213) 960-1936
13 Telefax: (213) 953-3351

14 Attorneys for Plaintiff
15 CHURCH OF SCIENTOLOGY
16 INTERNATIONAL

17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

13 CHURCH OF SCIENTOLOGY
14 INTERNATIONAL, a California not-for-profit
15 religious corporation,

16
17 Plaintiff,

18 vs.

19
20 GERALD ARMSTRONG; DOES 1 through
21 25, Inclusive,

22 Defendants.
23

CASE NO. EC 157680

~~RECEIVED~~

607. 10/17/95
ORDER OF PERMANENT
INJUNCTION

DATE: October 6, 1995
TIME: 9:00 a.m.
DEPT: 1

TRIAL DATE: Vacated

24 This matter came on for hearing on October 6, 1995, on motion of plaintiff
25 Church of Scientology International ("the Church") for Summary Adjudication of
26 the Twentieth Cause of Action of the Second Amended Complaint. Plaintiff
27 Church of Scientology International appeared by its attorneys, Andrew H. Wilson
28 of Wilson, Ryan & Campilongo and Laurie J. Bartilson of Bowles & Moxon,

1 defendant Armstrong appeared by his attorney, Ford Greene. Having read and
2 considered the moving and opposing papers, and the evidence and arguments
3 presented therein and at the hearing, and good cause appearing:

4 IT IS ORDERED:

5 The Church's motion for summary adjudication of the twentieth cause of
6 action of the Second Amended Complaint is GRANTED. The Court finds that there
7 is no triable issue of material fact as to any of the following:

- 8 1. Plaintiff and defendant freely and voluntarily entered into a Mutual
9 Release of All Claims and Settlement Agreement ("Agreement") in December,
10 1986.
- 11 2. Plaintiff performed all of its obligations pursuant to the Agreement.
- 12 3. Defendant Armstrong received substantial consideration for the
13 promises which he made in the Agreement.
- 14 4. Since 1990, defendant Armstrong has repeatedly breached
15 paragraphs 7(D), 7(E), 7(H), 7(G), 10, 18(D) and 20 of the Agreement.
- 16 5. Between 1991 and the present, Armstrong breached paragraphs 7(G),
17 7(H) and 10 of the Agreement by providing voluntary assistance, exclusive of
18 testimony made pursuant to a valid subpoena, to the following private individuals,
19 each of whom was pressing a claim or engaged in litigation with plaintiff and/or
20 one or more of the designated beneficiaries of the Agreement:
 - 21 * Vicki and Richard Aznaran, anti-Scientology litigants in the case of
22 Vicki Aznaran, et al. v. Church of Scientology International, United States
23 District Court for the Central District of California, Case No. CV 88-1786
24 (JMI) [Sep.St.Nos. 11-16];
 - 25 * Joseph A. Yanny, anti-Scientology litigant in the case of Religious
26 Technology Center et al. v. Joseph Yanny, et al., Los Angeles Superior
27 Court No. C 690211 and Religious Technology Center et al. v. Joseph
28 Yanny, et al., Los Angeles Superior Court No. BC 033035 [Sep.St.Nos. 17-

20];

* Malcolm Nothling, anti-Scientology litigant in the matter between Malcolm Nothling and the Church of Scientology in South Africa, Adi Codd, Diane Kemp, Glen Rollins; Supreme Court of South Africa (Witwatbsrand Local Division) Case No. 19221/88. [Sep.St.Nos. 21-24];

* Reader's Digest Corporation, anti-Scientology litigant in the case of Church of Scientology of Lausanne vs. Kiosk AG, Basel, Switzerland [Sep.St.Nos. 25-26];

* Richard Behar, anti-Scientology litigant in the case of Church of Scientology International v. Time Warner, Inc.; Time Inc. Magazine Company and Richard Behar, United States District Court, Southern District of New York, Case No. 92 Civ. 3024 PKL [Sep.St.Nos. 27-28];

* Steven Hunziker, anti-Scientology litigant in the case of Hunziker v. Applied Materials, Inc., Santa Clara Superior Court Case No. 692629 [Sep.St.Nos. 29-33];

* David Mayo, anti-Scientology litigant in the case of Religious Technology Center v. Robin Scott, et al., United States District Court for the Central District of California, Case No. 85-711 [Sep.St.Nos. 34-35];

* Cult Awareness Network, anti-Scientology litigant in the case of Cult Awareness Network v. Church of Scientology International, et al., Circuit Court of Cook County, Illinois, No. 94L804 [Sep.St.Nos. 38-39];

* Lawrence Wollersheim, anti-Scientology litigant in the cases of Lawrence Wollersheim v. Church of Scientology of California, Los Angeles Superior Court Number C332027 and Church of Scientology of California v. Lawrence Wollersheim, Los Angeles Superior Court Number BC074815 [Sep.St.Nos. 40-42];

* Ronald Lawiev, anti-Scientology litigant in the cases of Religious Technology Center, et al. vs. Robin Scott, et al., U.S. District Court, Central

1 District of California, Case No. 85-711 MRP(Bx); Matter Between Church of
2 Scientology Advanced Organization Saint Hill Europe and Africa, and Robin
3 Scott, Ron Lawley, Morag Bellmaine, Stephen Bishey in the High Court of
4 Justice Queen's Bench Division, Case 1984 S No. 1675; and Matter
5 Between Church of Scientology Religious Education College Inc., and Nancy
6 Carter, Ron Lawley, Steven Bisbey, in the High Court of Justice Queen's
7 Bench Division, Case 1986 C No. 12230 [Sep.St.Nos. 43-44];

8 * Uwe Geertz and Steven Fishman, anti-Scientology litigants in the case
9 of Church of Scientology International v. Steven Fishman, et al., United
10 States District Court for the Central District of California Number 91-6426
11 HLH(Tx) [Sep.St.Nos. 45-46];

12 * Tilly Good, a claimant against the Church of Scientology, Mission of
13 Sacramento Valley [Sep.St.Nos. 36-37];

14 * Denise Cantin, a claimant against the Church of Scientology of Orange
15 County; Church of Scientology of Boston; and Church of Scientology, Flag
16 Service Organization [Sep.St.Nos. 36-37]; and

17 * Ed Roberts, a claimant against the Church of Scientology of
18 Stevens Creek [Sep.St.Nos. 36-37].

19 6. Between 1992 and the present, Armstrong breached paragraph 7(D)
20 of the Agreement by contacting media representatives, granting interviews and
21 attempting to assist media representatives in the preparation for publication or
22 broadcast magazine articles, newspaper articles, books, radio and television
23 programs, about or concerning the Church and/or other persons and entities
24 referred to in paragraph 1 of the Agreement. These media representatives
25 included:

26 * Cable Network News: reporter Don Knapp, in March, 1992
27 [Sep.St.Nos. 47-48];

28 * American Lawyer Magazine: reporter Bill Horne, in March, 1992

[Sep.St.No. 49];

• Los Angeles Times: reporter Bob Welkos, in May, 1992; and reporter Joel Sappell, in June, 1993 [Sep.St.Nos. 50-51];

• CAN Video Interview, with anti-Scientologists "Spanky" Taylor and Jerry Whitfield, in November, 1992 [Sep.St.No. 52];

• KFXR Radio: interview planned but prevented in April, 1993 [Sep.St.No. 53];

• Newsweek Magazine: reporter Charles Fleming, in June, 1993 and August, 1993 [Sep.St.No. 54-56];

• Daily Journal: reporter Mike Tipping, in June, 1993 [Sep.St.No. 57];

• Time Magazine: reporter Richard Behar, in March, 1992 and in June, 1993 [Sep.St.Nos. 58-59];

• San Francisco Recorder: reporter Jennifer Cohen, in August, 1993 [Sep.St.No. 60];

• E! Entertainment Network: reporter Greg Agnew, in August, 1993 [Sep.St.No. 61];

• WCRD Radio: Pittsburgh, Pennsylvania, interviewed in the fall of 1993 [Sep.St.No. 62];

• St. Petersburg Times: St. Petersburg, Florida, reporter Wayne Garcia, in the fall of 1993 [Sep.St.No. 63];

• Premiere Magazine: letter to the editor, in October, 1993 [Sep.St.No. 64];

• Mirror-Group Newspapers: United Kingdom, in May, 1994 [Sep.St.No. 65];

• Gauntlet Magazine: New York, New York, reporter Rick Cusick in June, 1994 [Sep.St.No. 66];

• Pacific Sun Newspaper: reporter Rick Sine, in June and July, 1994 [Sep.St.No. 67];

1 * Disney Cable: reporter Marsha Nix, in August, 1994 [Sep.St.No. 68];
2 and

3 * Tom Voltz: Swiss author writing a book about Scientology, in
4 October, 1994 [Sep.St.No. 69].

5 7. Between 1992 and the present, Armstrong breached paragraph 7(D)
6 of the Agreement by preparing and distributing at least three manuscripts
7 concerning his claimed experiences in and with Scientology, including a treatment
8 for a screenplay which he intends to turn into a film [Sep.St.Nos.70-71].

9 8. Between 1991 and the present, Armstrong further breached
10 paragraph 7(D) of the Agreement by disclosing his claimed experiences in or with
11 Scientology to each of the following persons or groups, not previously identified:
12 Robert Lobsinger [Sep.St.No. 72]; the New York Times [Sep.St.No. 73]; Toby
13 Plevin, Stuart Culter, Anthony Laing, Kent Burner, and Margaret Singer
14 [Sep.St.No. 74]; Priscilla Coates [Sep.St.No. 75]; Omar Garrison [Sep.St.No. 76];
15 Vaughn and Stacy Young [Sep.St.No. 77]; a Stanford University psychology class
16 [Sep.St.No. 78]; attendees at the 1992 Cult Awareness Network Convention
17 [Sep.St.No. 79]; and Hana Whitfield [Sep.St.No. 80].

18 9. Defendant Armstrong has reiterated numerous times that he intends
19 to continuing breaching the Agreement unless he is ordered by the Court to cease
20 and desist [Sep.St.Nos. 87-97].

21 10. Plaintiff's legal remedies are inadequate insofar as the scope of the
22 relief ordered below is concerned. Tamering Lithography Workshop, Inc. v. Sanders
23 (1983) 143 Cal.App.3d 571, 577-578, 193 Cal.Rptr. 409, 413.

24 Accordingly, the Court finds that entry of a permanent injunction in this
25 action is necessary in this action because pecuniary compensation could not afford
26 the Church adequate relief, and the restraint is necessary in order to prevent a
27 multiplicity of actions for breach of contract. Civil Code § 3422(1), (3). A ORDER
28 of injunction is therefore entered as follows:

1 Defendant Gerald Armstrong, his agents, employees, and persons acting in
2 concert or conspiracy with him are restrained and enjoined from doing directly or
3 indirectly any of the following:

4 1. Voluntarily assisting any person (not a governmental organ or
5 entity) intending to make, intending to press, intending to arbitrate, or
6 intending to litigate a claim, regarding such claim or regarding pressing,
7 arbitrating, or litigating it, against any of the following persons or entities:

- 8 o The Church of Scientology International, its officers, directors, agents,
9 representatives, employees, volunteers, successors, assigns and legal
10 counsel;
- 11 o The Church of Scientology of California, its officers, directors, agents,
12 representatives, employees, volunteers, successors, assigns and legal
13 counsel;
- 14 o Religious Technology Center, its officers, directors, agents,
15 representatives, employees, volunteers, successors, assigns and legal
16 counsel;
- 17 o The Church of Spiritual Technology, its officers, directors, agents,
18 representatives, employees, volunteers, successors, assigns and legal
19 counsel;
- 20 o All Scientology and Scientology affiliated Churches, organizations and
21 entities, and their officers, directors, agents, representatives,
22 employees, volunteers, successors, assigns and legal counsel;
- 23 o Author Services, Inc., its officers, directors, agents, representatives,
24 employees, volunteers, successors, assigns and legal counsel;
- 25 o The Estate of L. Ron Hubbard, its executor, beneficiaries, heirs,
26 representatives, and legal counsel; and/or
- 27 o Mary Sue Hubbard;

28 (Hereinafter referred to collectively as "the Beneficiaries");

1 2. Voluntarily assisting any person (not a governmental organ or
2 entity) defending a claim, intending to defend a claim, intending to defend an
3 arbitration, or intending to defend any claim being pressed, made, arbitrated
4 or litigated by any of the Beneficiaries, regarding such claim or regarding
5 defending, arbitrating, or litigating against it;

6 3. Voluntarily assisting any person (not a governmental organ or
7 entity) arbitrating or litigating adversely to any of the Beneficiaries;

8 4. Facilitating in any manner the creation, publication, broadcast,
9 writing, filming audio recording, video recording, electronic recording or
10 reproduction of any kind of any book, article, film, television program, radio
11 program, treatment, declaration, screenplay or other literary, artistic or
12 documentary work of any kind which discusses, refers to or mentions
13 Scientology, the Church, and/or any of the Beneficiaries;

14 5. Discussing with anyone, not a member of Armstrong's
15 immediate family or his attorney, Scientology, the Church, and/or any of the
16 Beneficiaries;

17 In addition, it is ORDERED that, within 20 days of the issuance of this Order,
18 Armstrong shall:

19 1. Return to the Church any documents which he now has in his
20 possession, custody or control which discuss or concern Scientology, the
21 Church and/or any person or entity referred to in paragraph 1 of the "Mutual
22 Release of All Claims and Settlement Agreement" of December, 1986, other
23 than documents which have been filed in this litigation.

24 It is further ORDERED that during the pendency of this litigation, documents
25 which have been filed in this litigation may be retained by Armstrong's counsel.
26 Those documents are to remain sealed, in the possession of Mr. Greene or any
27 successor counsel, and may not be distributed to third parties. At the conclusion
28 of the instant litigation, it is ORDERED that all documents from this case in

1 counsel's possession which do not comprise counsel's work product will be
2 delivered to counsel for plaintiff. Counsel's work product may be retained by
3 Armstrong's counsel.
4

5 DATED: _____, 1995

6 OCT 17 1995
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

GARY W. THOMAS

THE HONORABLE GARY W. THOMAS
SUPERIOR COURT JUDGE

FILED

MAY 02 1996

MARIN COUNTY CLERK
BY: E. Keswick, Deputy

1 ANDREW H. WILSON - SBN 063209
 2 WILSON, RYAN & CAMPILONGO
 3 115 Sansome Street, 4th Floor
 4 San Francisco, California 94104
 5 (415) 391-3900
 6 TELEFAX: (415) 954-0938

7 LAURIE J. BARTILSON - SBN 139220
 8 MOXON & BARTILSON
 9 6255 Sunset Boulevard, Suite 2000
 10 Hollywood, CA 90028
 11 (213) 960-1936
 12 TELEFAX: (213) 953-3351

13 Attorneys for Plaintiff
 14 CHURCH OF SCIENTOLOGY INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

BY FAX

15 CHURCH OF SCIENTOLOGY INTERNATIONAL,)	CASE NO. 157 680
16 a California not-for-profit)	
17 religious corporation;)	[CONSOLIDATED]
18 Plaintiff,)	JUDGMENT
19 vs.)	
20 GERALD ARMSTRONG; DOES 1 through 25,)	Trial Date: Vacated
21 inclusive,)	
22 Defendants.)	

23 On October 6, 1995, the Court granted the motion of Plaintiff
 24 made under Code of Civil Procedure §437(c) on the ground that there
 25 is no defense to the action, and that judgment be entered for
 26 Plaintiff and against Defendants on the 13th, 16th, 17th and 19th
 27 causes of action of the Second Amended Complaint.

28 On January 27, 1995, the Court granted the motion of Plaintiff
 made under Code of Civil Procedure §437(c) on the ground that there
 was no defense to the action, for an order that judgment be entered
 for Plaintiff and against Defendants on the 4th and 6th causes of

WILSON, RYAN & CAMPILONGO
 115 Sansome Street, Suite 400
 San Francisco, California 94104

1 action of the Second Amended Complaint.

2 On October 6, 1995, the Court granted the motion of Plaintiff,
3 made under Code of Civil Procedure §437(c) on the ground that there
4 was no defense to the action, for an order that a permanent
5 injunction be entered on behalf of Plaintiff and against Defendants.

6 On August 16, 1994, the Superior Court of California, County of
7 Los Angeles, in which this action was then pending, granted the
8 motion of Defendants under Code of Civil Procedure §437(c) on the
9 ground that the causes of action asserted in the 2nd and 3rd causes
10 of action on the Cross-Complaint of Gerald Armstrong, for an order
11 that judgment be entered for Defendants and against Plaintiffs on
12 said causes of action.

13 On March 7, 1996, the Court granted the motion of Cross-
14 Defendant Church of Scientology made on the Code of Civil Procedure
15 §437(c) on the ground that the action had no merit on the remaining
16 claims set forth in the Cross-Complaint of Gerald Armstrong.

17 On February 21, 1996, Plaintiff filed its Cost Bill herein,
18 seeking costs in the amount of \$334,671.75.

19 In accordance with the above orders,

20 IT IS ORDERED, ADJUDGED AND DECREED that Plaintiff shall
21 recover from Defendant the principal sum of \$300,000 plus interest
22 at the legal rate from the date of such orders in the sum of
23 \$21,923, for a total sum of \$321,923.

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the judgment
25 of permanent injunction shall be entered against Defendant Armstrong
26 in accordance with that certain ORDER OF PERMANENT INJUNCTION signed
27 by this Court on October 17, 1995, a copy of which is attached
28 hereto as Exhibit A.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Cross-
2 Defendant shall have judgment against Cross-Complainant upon the
3 Cross-Complaint of Gerald Armstrong.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff
5 shall recover from Defendant its costs in the sum of \$334,671.75.

6
7 Dated: APRIL 29, 1996


JUDGE OF THE SUPERIOR COURT



FROM

(MON) 2:10'97 12:39/ '2:38/NO. 4260229874 P 2



Post News	Post Binary	Post X-News	Post X-Binary	Display Header	Previous	Next	Help
-----------	-------------	-------------	---------------	----------------	----------	------	------

Subject: Gerry Armstrong's communique to the LA City Council
Date: 8 Oct 1996 05:56:12 GMT
From: swhitla@nml.edu (Steven Whitlatch)
Newsgroups: [alt.religion.scientology](#)

October 7, 1996

Los Angeles City Council

Dear Council:

Today's San Francisco Chronicle contains the following article:

"Separation Of Church And Street?

The City Council of Los Angeles has voted to change the name of Berendo Street to L. Ron Hubbard Way.

Hubbard founded the Church of Scientology 40 years ago. Among his Hollywood believers are John Travolta, Tom Cruise and Kirstie Alley.

The Council will vote on the renaming again this week; a second vote makes it official."

I am submitting this letter to recommend that this vote not be taken until an independent study is done to determine who L. Ron Hubbard really was and what the organization that observes him as religious leader really is, and who are its present real leaders.

I ask for a public investigation and debate, because there exist real questions of widespread psychological abuse and civil rights violations. Los Angeles is a major center in the Scientology network, and Scientology is a major presence in Los Angeles, thus it is potentially a good place to ask and get answers to those real questions.

I was in Scientology from 1969 through 1981. Sketches of my Scientology history appear in the books published in the past decade. See, e.g., A Piece of Blue Sky by Jonathan Attack L. Ron Hubbard - Madman or Messiah by Bent Corydon, and Bare-Faced Messiah by Russell Miller.

Following this letter is a decision after a thirty day trial in LA Superior Court in 1984 in the case of Scientology v. Armstrong, No. C 420153. This decision became a judgment which was affirmed after an appeal by the Scientology organization, Scientology v. Armstrong (1991) 232 Cal.App.3rd 1060, 283 Cal.Rptr.917. I ask that this decision be read and considered because it concerns the character and activities of the late Mr. Hubbard and his organization, and addresses some of the abuse and civil rights issues.

Since this decision Scientology has sued me four times in order to silence me about my knowledge of its antisocial practices and the fraud of Mr. Hubbard and break me financially.

The organization has carried out what it calls a "black propaganda campaign" internationally to destroy my character and credibility. I am aware of similar attacks on other individuals whom the organization labels "enemies" and "fair game." I am aware of Scientology's use of the justice system to harass individuals and deny them their civil rights. I believe that Scientology's use of the law to attack and destroy its targeted enemies is well known in the Los Angeles legal community, including among state and federal judges. I ask that the City Council make itself aware of Scientology's actions, attitude and reputation in the city's legal arena.

Although Scientology postures itself and L. Ron Hubbard as defenders of civil rights, they are not. Scientology does not allow freedom of speech, but suppresses it through coerced gag contracts, a well-financed and aggressive litigation machine, private investigators, threat, dirty tricks and black propaganda.

Scientology's overwhelming wealth in this age in which money buys injustice, and its policy and determination to use the justice system to make war on its labelled enemies, including its economic or psychological victims and the lawyers who might help them, has resulted in a cruel and nation-wide denial of due process.

Scientology does not in truth support freedom of religion, but uses the courts and the threat of prosecution to attack divergent practitioners and stifle religious dissent.

Although it claims to be "The Road to Total Freedom," Scientology actually uses its power, its aggressive techniques and authority, and its misuse of the law to keep many people psychologically enslaved, in violation of the Thirteenth Amendment.

Importantly for me, and I believe for many others if they had this information, Scientology is not just another religion, but a consciously anti-Christian organization. In its public relations statements Scientology claims to be compatible with Christianity and to recognize Jesus Christ as the Son of God. Yet what Hubbard actually wrote, and in the inner core what the organization teaches and adherents must believe, is that God, Heaven and Christ are "implants," false ideas implanted by pain and electronics in mankind by implanters millions of years ago to control them.

Hubbard and now Scientology's present leaders keep these core beliefs hidden, protecting them as "religious trade secrets" and attacking those who dare to expose these writings. Scientology will not let anyone be a Christian and still be a Scientologist, despite its public relations assertions to the contrary. And no Christian, if he knew that Scientology's actual belief was that he was "psychotic, dramatizing an implant," would consider putting his money or mind in the organization's hands. I urge that this deceit be adequately confronted and responded to by Scientology's leaders before the rest of their PR is believed by City Council.

I believe that the celebrities that Scientology uses in its public relations and marketing are deliberately kept in the dark about Scientology's leaders' use of the organization's wealth and power to rob individuals of their civil rights. It seems fair to ask that if these celebrities are going to permit themselves to be used, they confront each allegation of abuse, and not just parrot or buy the organization's public relations denials.

I ask that the City Council take this opportunity to itself ask questions and get answers, and not to act without becoming fully informed. In that there is considerable obfuscation and rewriting of history by Scientology, becoming fully informed is a considerable task. Therefore, I suggest that an independent and public study be done so that full information is obtained.

Thank you for this opportunity to communicate with each of

FROM

(MON) 2.10'97 12:39 12:38/NO 4260229874 P 4

you.

Yours sincerely

Gerry Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415) 456-8450

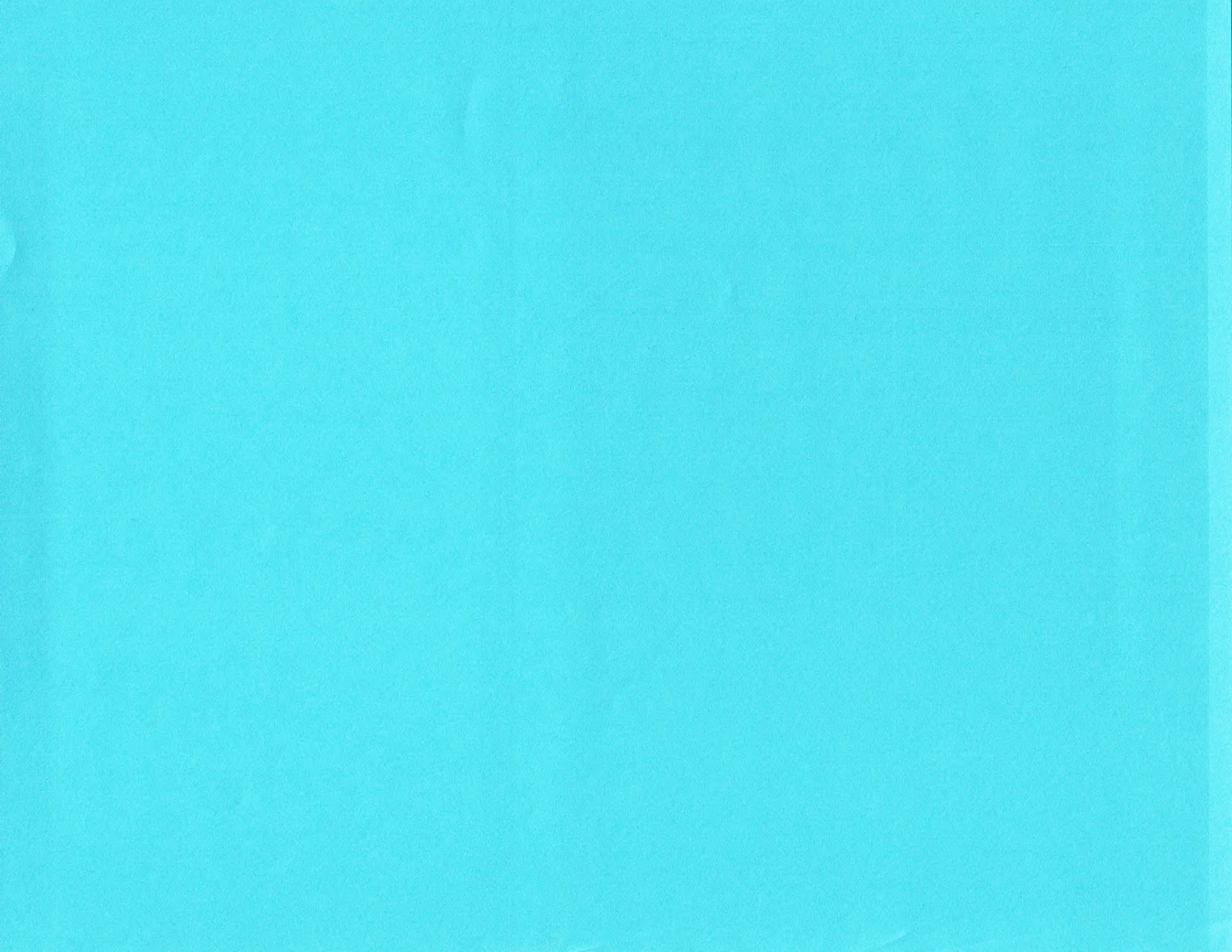
Superior Court of the State of California for the County of Los Angeles, Church of Scientology of California, Plaintiff, Mary Sue Hubbard Intervenor, vs. Gerald Armstrong, Defendant, Case No. C 420153

MEMORANDUM OF INTENDED DECISION

In this matter heretofore taken under submission, the Court announces its intended decision as follows:

As to the tort causes of action, plaintiff, and plaintiff in intervention are to take nothing, and the defendant is entitled to Judgment and costs.

As to the equitable actions, the court finds that neither



WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN*
ANNE R. KNOWLES
LINDA M. FONG
SHAUNA T. RAJKOWSKI
JAIN-BREAC MACLEOD
JASON S. COHEN

A PROFESSIONAL LAW CORPORATION

115 SANSOME STREET, SUITE 400
SAN FRANCISCO, CALIFORNIA 94104

(415) 391-3900

TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO

*CERTIFIED TAXATION SPECIALIST
THE STATE BAR OF CALIFORNIA
BOARD OF LEGAL SPECIALIZATION

October 23, 1996

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

Re: Church of Scientology v. Armstrong
Our File No. SCI02-003

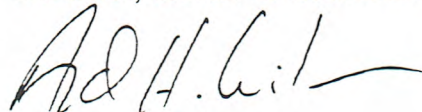
Dear Mr. Armstrong

It has come to my attention that you have posted or caused to be posted a "letter" on the Internet purportedly respecting the Los Angeles City Council's decision to change the name of "Berendo Street" to "L. Ron Hubbard Way." We maintain that such conduct constitutes a violation of the Order of Permanent Injunction granted by Judge Thomas in the above-referenced action on October 17, 1996 (the "Order"). In the event you do not believe such conduct violates the Order, please inform me in writing of the basis of your conclusion.

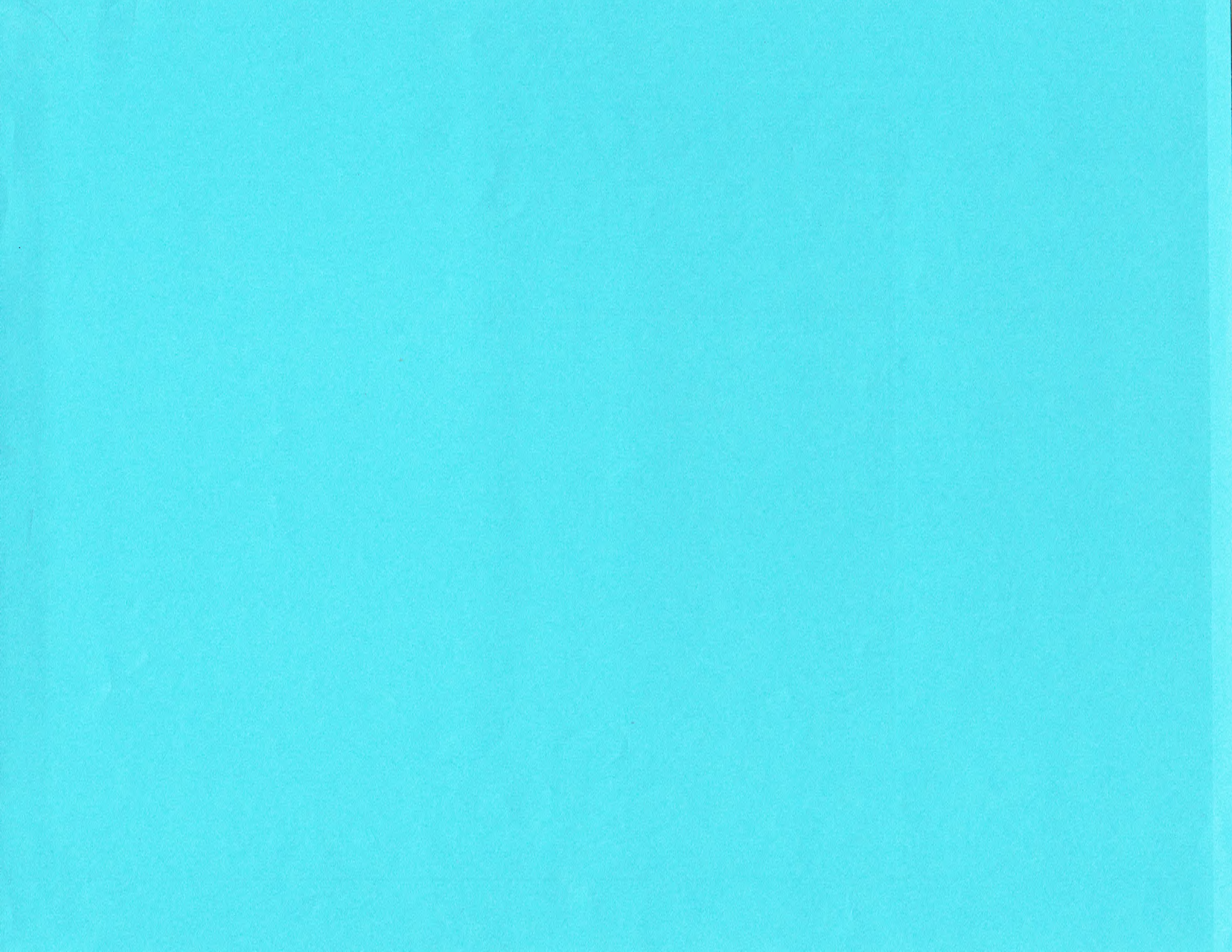
Please be advised that unless I receive an adequate explanation from you as to why the posting of your "letter" did not violate the Order, the Church of Scientology International will be calling your conduct to the Court's attention. Also, please note that any further violation of the Order will only serve to exacerbate and compound the seriousness of this matter.

Very truly yours,

WILSON, RYAN & CAMPILONGO



Andrew H. Wilson



1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Attorneys for Plaintiff
8 CHURCH OF SCIENTOLOGY INTERNATIONAL

FILED

JUN 05 1997

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY COURTS
By: C. Baker, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

9 CHURCH OF SCIENTOLOGY) Case No. 152229
10 INTERNATIONAL, a California)
11 not-for-profit religious)
12 corporation;)
13)

14 Plaintiff,

15 vs.

16 GERALD ARMSTRONG; DOES 1)
17 through 25, inclusive,)
18 Defendants.)
19)

ORDER OF CONTEMPT

20 The contempt proceedings against Defendant GERALD ARMSTRONG
21 came on for hearing by the Court on May 23, 1997 pursuant to this
22 Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on February 18,
23 1997, and further pursuant to this Court's ORDER ALLOWING SERVICE
24 OF THE ORDER TO SHOW CAUSE RE CONTEMPT issued on March 5, 1997.
25 Petitioner CHURCH OF SCIENTOLOGY INTERNATIONAL appeared by its
26 counsel, Andrew H. Wilson. Defendant ARMSTRONG did not appear
27 nor did Defendant file any opposition or evidence.

28 GOOD CAUSE APPEARING THEREFOR, the Court makes the following
findings:

1. On October 17, 1995 this Court entered an Order of
Permanent Injunction against ARMSTRONG (the "Order") following
motions for summary adjudication brought by Plaintiff. This

1 Order was later incorporated into a judgment entered against Mr.
2 Armstrong on May 2, 1996 (the "Judgment"). The Order prohibits
3 ARMSTRONG from voluntarily assisting any persons litigating
4 claims adverse to the "Beneficiaries" and from creating or
5 publishing "works" discussing any of the Beneficiaries. One of
6 the Beneficiaries is a corporation known as Religious Technology
7 Center ("RTC").

8 2. The Order was valid when rendered and remains fully
9 enforceable, notwithstanding ARMSTRONG's appeal of the Judgment.
10 The filing of a Notice of Appeal does not render a valid order
11 unenforceable.

12 3. ARMSTRONG had knowledge of the Order. ARMSTRONG's
13 counsel appeared at the hearing pertaining to the Order and
14 received Notice of Entry. ARMSTRONG also received a Notice of
15 Entry of Order which was served on his counsel. ARMSTRONG's
16 actual knowledge of the Order is also shown by the fact that
17 ARMSTRONG himself signed and filed a Notice of Appeal of the
18 Judgment.

19 4. ARMSTRONG had the ability to comply with the Order. The
20 Order was specific. It prohibited ARMSTRONG from voluntarily
21 assisting any person arbitrating or litigating adversely to the
22 Beneficiaries and also prohibited ARMSTRONG from facilitating in
23 any manner the creation, publication, broadcast, writing,
24 electronic recording or reproduction of various documentary
25 works. There has been no suggestion, and certainly no showing by
26 ARMSTRONG, that he is incapable of complying with the Order.

27 ///

28 ORDER OF CONTEMPT

5. ARMSTRONG willfully disobeyed the Order. On or about January 26, 1997, ARMSTRONG sent a document entitled DECLARATION OF GERALD ARMSTRONG to United States District Judge Ronald M. Whyte. Judge Whyte was at the time presiding over three cases in which the plaintiff is RTC. In the Declaration, ARMSTRONG recites his understanding that he was prohibited from sending such a Declaration directly to litigants and states that he is instead sending it directly to Judge Whyte in the hopes of influencing his decision on a pending matter. This evidences ARMSTRONG's willful disobedience of the Order and Judgment.

IT IS HEREBY ADJUDGED, ORDERED AND DECREED that Defendant GERALD ARMSTRONG is guilty of Contempt of Court for a failure to obey the Order and Judgment by sending the Declaration, as described above, to Judge White. As set forth above, the Order was valid and enforceable; ARMSTRONG had knowledge of the Order, had the ability to comply with the Order and willfully disobeyed the Order.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that Defendant GERALD ARMSTRONG is to be punished for the foregoing contempt by a fine of \$1,000.00 and confinement in the County Jail for a period not to exceed 48 hours.

Dated: JUN 03 1997

GARY W. THOMAS
JUDGE OF THE SUPERIOR COURT

docs\ple\sci02.003\contempt.ord.

ORDER OF CONTEMPT

WILSON CAMPILONGO LLP
115 Sansone Street, Suite 400
San Francisco, California 94104

Filed By
Fax & File

EXHIBIT

ANDREW E. WILSON SEN 063209
CLAUDETTE C. GREENE SEN 184437
WILSON CAMPILONGO LLP
115 Sansone Street, Suite 400
San Francisco, California 94104
(415) 391-3900

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation;

Plaintiff,

vs.

GERALD ARMSTRONG; DOES 1
through 25, inclusive,
Defendants.

Case No. 152229

RECEIVE WARRANT
(Civil)

BY FAX

The People of the State of California to any peace officer of
this state:

On October 17, 1995, this Court entered an Order of Permanent
Injunction against Defendant GERALD ARMSTRONG ("ARMSTRONG"). The
Order prohibits ARMSTRONG from voluntarily assisting any persons
litigating claims adverse to the "Beneficiaries" and prohibiting
"works" discussing any of the Beneficiaries. The order was valid.
ARMSTRONG had knowledge of the Order. ARMSTRONG has the ability to
comply with the Order.

ARMSTRONG willfully disobeyed the order by sending a
declaration to Judge White.

The Contempt proceedings against ARMSTRONG came on for hearing
by the above-referenced Court on May 23, 1997 pursuant to this

1 Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on February 12, 1997,
2 and pursuant to this Court's ORDER ALLOWING SERVICE OF THE ORDER TO
3 SHOW CAUSE RE CONTEMPT issued on March 5, 1997. ARMSTRONG did not
4 appear nor did ARMSTRONG file any opposition or evidence. An ORDER
5 OF CONTEMPT was issued by this Court on June 5, 1997 (A true and
6 correct copy of this order is attached and highlighted here as
7 Exhibit A).

8 YOU ARE THEREFORE ORDERED forthwith to arrest GERALD ARMSTRONG
9 whose last known address: 715 Sir Francis Drake Boulevard, San
10 Anselmo, CA 94960-1949 and bring him before this Court to show
11 cause why he should not be punished for contempt for disobeying the
12 mandate of this Court.

13 Arrest under this bench warrant may be made at any time of the
14 day or night.

15 Bail is fixed in the sum of \$ 5,000 (and pursuant to the
16 ORDER OF CONTEMPT, including a fine of \$1000.00 and confinement in
17 the County Jail for a period not to exceed 48 hours).

18 IT IS SO ORDERED



23 Date: Aug 6, 1997

24 Sam W. Thomas
25 JUDGE OF THE SUPERIOR COURT
26
27
28

1 ANDREW E. WILSON SEN 063209
2 CLAUDETTE C. GREENE SEN 184437
3 WILSON CAMPILONGO LLP
4 115 Sansome Street, Suite 400
5 San Francisco, California 94104
6 (415) 391-3900

7 Attorneys for Plaintiff
8 CHURCH OF SCIENTOLOGY INTERNATIONAL

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF MARIN

11 CHURCH OF SCIENTOLOGY)
12 INTERNATIONAL, a California)
13 not-for-profit religious)
14 corporation;)

Case No. 152229

15 RETURN WARRANT
(Civil)

BY FAX

16 Plaintiff,

17 vs.

18 GERALD ARMSTRONG; DOES 1
19 through 25, inclusive,

20 Defendants.

21 The People of the State of California to any peace officer of
22 this state:

23 On October 17, 1995, this Court entered an Order of Permanent
24 Injunction against Defendant GERALD ARMSTRONG ("ARMSTRONG"). The
25 Order prohibits ARMSTRONG from voluntarily assisting any persons
26 litigating claims adverse to the "Beneficiaries" and prohibiting
27 "works" discussing any of the Beneficiaries. The Order was valid.
28 ARMSTRONG had knowledge of the Order. ARMSTRONG has the ability to
comply with the Order.

ARMSTRONG willfully disobeyed the Order by sending a
declaration to Judge White.

The Contempt proceedings against ARMSTRONG came on for hearing
by the above-referenced Court on May 23, 1997 pursuant to this

WILSON CAMPILONGO LLP
115 Sansome Street, Suite 400
San Francisco, California 94104

Filed By
Fax & File

SC140001

1 Court's ORDER TO SHOW CAUSE RE CONTEMPT issued on February 13, 1997,
2 and pursuant to this Court's ORDER ALLOWING SERVICE OF THE ORDER TO
3 SHOW CAUSE RE CONTEMPT issued on March 5, 1997. ARMSTRONG did not
4 appear nor did ARMSTRONG file any opposition or evidence. An ORDER
5 OF CONTEMPT was issued by this Court on June 5, 1997 (A true and
6 correct copy of this order is attached and highlighted here as
7 Exhibit A).

8 YOU ARE THEREFORE ORDERED forthwith to arrest GERALD ARMSTRONG
9 whose last known address: 715 Sir Francis Drake Boulevard, San
10 Anselmo, CA 94960-1949 and bring him before this Court to show
11 cause why he should not be punished for contempt for disobeying the
12 mandate of this Court.

13 Arrest under this bench warrant may be made at any time of the
14 day or night.

15 Bail is fixed in the sum of \$ 5,000 (and pursuant to the
16 ORDER OF CONTEMPT, including a fine of \$1000.00 and confinement in
17 the County Jail for a period not to exceed 48 hours).

18 IT IS SO ORDERED



23 Date: Aug 6, 1997

24 Sam W. Thomas
25 JUDGE OF THE SUPERIOR COURT
26
27
28

PROOF OF SERVICE

I declare that I am employed in the City and County of San Francisco, California. I am over the age of eighteen years and not a party to the within entitled action. My business address is 115 Sansome Street, Suite 400, San Francisco, California.

On November 18, 1997, I caused the attached copy of

**PLAINTIFF AND RESPONDENT'S MOTION TO DISMISS APPEAL,
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF,
AND DECLARATION OF ANDREW H. WILSON IN SUPPORT THEREOF**

on the following in said cause, by placing for deposit with the U.S. Mail on this day in the ordinary course of business, true copies thereof enclosed in sealed envelopes. The envelopes were addressed as follows:

Gerald Armstrong
C/O George W. Abbott, Esq.
2245-B Meridian Blvd.
P.O. Box 98
Minden, Nevada 89423-0098

Clerk of Marin County Superior Court
Hall of Justice
Marin Civic Center
San Rafael, CA 94903

In addition, an original and 3 copies of the above-entitled motion were filed with the following:

Clerk of the Court
California Court of Appeal - First Appellate District
Marathon Plaza - South Tower
303 Second Street, Suite 600
San Francisco, CA 94107

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Francisco, California on November 18, 1997.



JUNE WILLIAMS